



# COUNTY OF LOS ANGELES

## DEPARTMENT OF PUBLIC WORKS

*"To Enrich Lives Through Effective and Caring Service"*

900 SOUTH FREMONT AVENUE  
ALHAMBRA, CALIFORNIA 91803-1331  
Telephone: (626) 458-5100  
<http://dpw.lacounty.gov>

**GAIL FARBER, Director**

ADDRESS ALL CORRESPONDENCE TO:  
P.O. BOX 1460  
ALHAMBRA, CALIFORNIA 91802-1460

June 29, 2010

The Honorable Board of Supervisors  
County of Los Angeles  
383 Kenneth Hahn Hall of Administration  
500 West Temple Street  
Los Angeles, California 90012

## ADOPTED

BOARD OF SUPERVISORS  
COUNTY OF LOS ANGELES

#29 JUNE 29, 2010

*Sachi A. Hamai*  
SACHI A. HAMAI  
EXECUTIVE OFFICER

Dear Supervisors:

**APPROVAL OF A RESOLUTION FOR HIGHWAYS-THROUGH-CITIES FUNDING  
WITH PASADENA, SAN MARINO, AND SIERRA MADRE AND DELEGATE  
AUTHORITY TO ENTER INTO AN AGREEMENT BETWEEN THE CITY OF  
PASADENA AND THE COUNTY OF LOS ANGELES FOR THE SAN GABRIEL  
BOULEVARD/SIERRA MADRE BOULEVARD  
TRAFFIC SIGNAL SYNCHRONIZATION PROJECT  
CITY OF PASADENA  
(SUPERVISORIAL DISTRICT 5)  
(4 VOTES)**

### **SUBJECT**

This action is to adopt a resolution to extend financial aid to the Cities of Pasadena, San Marino, and Sierra Madre for an estimated cost of \$759,590, as well as delegate authority to the Director of Public Works or her designee to enter into an agreement between the City of Pasadena and the County of Los Angeles, to provide for the City of Pasadena to contribute up to \$230,000 towards the cost of traffic signal improvements at the intersection of Sierra Madre Boulevard and Sierra Madre Villa Avenue in the City of Pasadena as a part of the County-administered San Gabriel Boulevard/Sierra Madre Boulevard Traffic Signal Synchronization project.

### **IT IS RECOMMENDED THAT YOUR BOARD:**

1. Find that this project is categorically exempt from the provisions of the California Environmental Quality Act.

2. Adopt the resolution to find that the project to improve traffic signal synchronization on San Gabriel Boulevard/Sierra Madre Boulevard in the Cities of Pasadena, San Marino, and Sierra Madre is of general County interest and that the County of Los Angeles provides a financial contribution of \$759,590 toward the project.

3. Delegate authority to the Director of Public Works or her designee to enter into an agreement with the City of Pasadena which provides for the City of Pasadena to contribute up to \$230,000 toward the cost of traffic signal improvements at the intersection of Sierra Madre Boulevard and Sierra Madre Villa Avenue in the City of Pasadena to be constructed as a part of the County-administered San Gabriel Boulevard/Sierra Madre Boulevard Traffic Signal Synchronization project. The total cost of the project is estimated to be \$989,590, with financing from the Los Angeles County Metropolitan Transportation Authority Grant Funds in the amount of \$599,320, the County of Los Angeles matching funds in the amount of \$160,270, and the City of Pasadena matching funds in the amount of \$230,000.

#### **PURPOSE/JUSTIFICATION OF RECOMMENDED ACTION**

The purpose of the recommended action is to delegate authority to the Department of Public Works (Public Works) to enter into an agreement with the City of Pasadena (City), in substantially the same form as the enclosed draft agreement, to delineate responsibilities between the City and the County of Los Angeles (County) and to contribute funds towards the cost of construction and installation of traffic signal synchronization improvements at Sierra Madre Boulevard and Sierra Madre Villa Avenue. Under the terms of the agreement, \$230,000 of the City's funds will be for the improvements at the intersection of Sierra Madre Boulevard and Sierra Madre Villa Avenue. The agreement further stipulates that the County is responsible for carrying out preliminary engineering and construction for the project.

The project consists of three primary components: design, construction, and timing of traffic signal synchronization improvements on San Gabriel Boulevard/Sierra Madre Boulevard between Michillinda Avenue and Huntington Drive. Synchronizing the signals and improving their operation will reduce traffic delay on this route. Since the route also includes the Cities of San Marino and Sierra Madre, we are requesting your adoption of the resolution in order for the County to provide financial aid and services in carrying out the work in the amount of \$759,590. This total is made up of \$599,320 in County Metropolitan Transportation Authority (Metro) Grant Funds and \$160,270 in County matching funds.

#### **Implementation of Strategic Plan Goals**

The Countywide Strategic Plan directs the provisions of Operational Effectiveness (Goal 1) and Community and Municipal Services (Goal 3). The project will provide improved infrastructure and will enhance the quality of life in the affected communities.

### **FISCAL IMPACT/FINANCING**

There will be no impact to the County General Fund.

The total cost of the project is estimated to be \$989,590 and is included in the Fiscal Year 2010-11 Proposition C Local Return Fund Budget.

Metro will reimburse \$599,320 of the project cost from the Metro Grant Funds. On an annual basis, your Board has established a \$2.5 million top-of-pot allocation from the County's Proposition C Local Return Fund Budget to be used as a match for these Metro grants. Consequently, the County's share of \$160,270 will be funded from this top-of-pot allocation. The City will provide matching funds in the amount of \$230,000.

### **FACTS AND PROVISIONS/LEGAL REQUIREMENTS**

The enclosed resolution, if adopted by a four-fifths vote of your Board, as required by Section 1680 of the California Streets and Highways Code providing for the County to provide aid in the form of labor, equipment, and materials to the Cities of Pasadena, San Marino, and Sierra Madre for the synchronization of traffic signals on San Gabriel Boulevard/Sierra Madre Boulevard.

The enclosed agreement, which has been reviewed and approved as to form by County Counsel, provides for the County to perform procurement services, installation, contract administration, and all other work necessary to construct the San Gabriel Boulevard/Sierra Madre Boulevard Traffic Signal Synchronization project. The agreement establishes the City's contribution for actual expenditures not to exceed \$230,000 toward the cost of the project. This agreement is authorized and provided for by provisions of Sections 1680-1684 of the California Streets and Highways Code.

### **ENVIRONMENTAL DOCUMENTATION**

This project is categorically exempt from the provisions of the California Environmental Quality Act (CEQA) pursuant to Section 15301(c) of the CEQA guidelines and Class 1(x), Subsection 4 of the Environmental Reporting Procedures and Guidelines adopted by your Board on November 17, 1987. These exemptions provide for the modification of existing traffic signal systems.

### **IMPACT ON CURRENT SERVICES (OR PROJECTS)**

There will be no impact on current County services or projects during the performance of the recommended services.

**CONCLUSION**

Please return one adopted copy of this letter and the signed resolution to Public Works, Traffic and Lighting Division.

Respectfully submitted,

A handwritten signature in cursive script that reads "Gail Farber".

GAIL FARBER  
Director

GF:WJW:pc

Enclosures

c: Chief Executive Office  
County Counsel (Warren Wellen)  
Executive Office

**RESOLUTION OF THE BOARD OF SUPERVISORS OF THE  
COUNTY OF LOS ANGELES TO EXTEND COUNTY AID TO THE CITIES OF  
PASADENA, SAN MARINO, AND SIERRA MADRE FOR THE  
SAN GABRIEL/SIERRA MADRE BOULEVARD TRAFFIC SIGNAL  
SYNCHRONIZATION PROJECT**

WHEREAS, CITIES AND COUNTY desire to modify and synchronize traffic signals for the San Gabriel Boulevard/Sierra Madre Boulevard Traffic Signal Synchronization Project, which work is hereinafter referred to as PROJECT; and

WHEREAS, PROJECT is consistent with the scope of work for traffic improvements within CITIES pursuant to Memorandum of Understanding Number P0008121 between COUNTY and the Los Angeles County Metropolitan Transportation Authority (Metro); and

WHEREAS, PROJECT is of general interest to CITIES and COUNTY; and

WHEREAS, COUNTY AID to CITIES shall include preliminary engineering, contract administration, construction inspection and engineering, utility engineering and relocation, traffic detour, traffic signal time-space diagrams, final signing and striping, equipment and system testing, development and implementation of BASIC TRAFFIC SIGNAL TIMING and COORDINATION TRAFFIC SIGNAL TIMING for PROJECT; and

WHEREAS, the total COST OF PROJECT is currently estimated to be Nine Hundred Eighty-Nine Thousand Five Hundred Ninety and 00/100 Dollars (\$989,590); and

WHEREAS, under the MOU, Metro will provide to COUNTY a grant (GRANT) of up to a maximum of Five Hundred Ninety-Nine Thousand Three Hundred Twenty and 00/100 (\$599,320) for PROJECT; and

WHEREAS, under the MOU, COUNTY agreed to contribute funds up to a maximum of One Hundred Sixty-Thousand Two Hundred Seventy and 00/100 Dollars (\$160,270) to finance a portion of COST OF PROJECT; and

WHEREAS, City of Pasadena agrees to contribute funds up to a maximum of Two Hundred Thirty-Thousand and 00/100 Dollars (\$230,000) to finance a portion of the COST OF PROJECT related to the construction and installation of traffic signal improvements at the intersection of Sierra Madre Boulevard and Sierra Madre Villa Avenue; and

WHEREAS, such a proposal is authorized and provided for by provisions of Sections 1680-1684 of the California Streets and Highways Code.

NOW, THEREFORE, in consideration of the mutual benefits to be derived by CITY and COUNTY and of the promises herein contained, it is hereby agreed as follows:

SECTION 1. The PROJECT is of general County interest and County aid shall be extended therefor.

SECTION 2. Subject to the terms and conditions set forth herein, the COUNTY consents, pursuant to the provisions of Sections 1680-1684 of the California Streets and Highways Code, to extend COUNTY in the amount of \$759,590 to the CITIES for the services of traffic signal improvements for the San Gabriel/Sierra Madre Boulevard Traffic Signal Synchronization Project.

SECTION 3. The financial obligations of the COUNTY are expressly conditioned upon obtaining reimbursement from Metro pursuant to Memorandum of Understanding Number P0008121 between COUNTY and Metro.

SECTION 4. If any provision of this resolution is held or declared to be invalid, the resolution shall be void and the consent granted hereunder shall lapse.

The foregoing resolution was on the 29 day of June, 2010, adopted by the Board of Supervisors of the County of Los Angeles and ex officio the governing body of all other special assessment and taxing districts, agencies and authorities for which said Board so acts.



SACHI A. HAMAI  
Executive Officer of the  
Board of Supervisors of the  
County of Los Angeles

By

Deputy

APPROVED AS TO FORM:

ANDREA SHERIDAN ORDIN  
County Counsel

By

Deputy

## AGREEMENT

THIS AGREEMENT, made and entered into by and between the CITY OF PASADENA, a municipal corporation in the County of Los Angeles, hereinafter referred to as CITY, and the COUNTY OF LOS ANGELES, a political subdivision of the State of California, hereinafter referred to as COUNTY:

## WITNESSETH

WHEREAS, to assist in the traffic flow, CITY and COUNTY desire to modify and synchronize the traffic signals along San Gabriel Boulevard/Sierra Madre Boulevard between Michillinda Avenue and Huntington Drive, a portion of which is within CITY, and which work is hereinafter referred to as PROJECT; and

WHEREAS, as part of CITY AGREEMENT No. 19,705, executed on July 30, 2008, by CITY and on February 11, 2009, by COUNTY, the parties have established their roles and responsibilities in carrying out the Traffic Signal Synchronization Program; and

WHEREAS, CITY AGREEMENT No. 19,705 included PROJECT; and

WHEREAS, for the purpose of providing funding for PROJECT, COUNTY, as lead agency, on March 7, 2006, entered into Memorandum of Understanding No. P00008121 (MOU) with the Los Angeles County Metropolitan Transportation Authority (Metro); and

WHEREAS, the total COST OF PROJECT is currently estimated to be Nine Hundred Eighty-Nine Thousand Five Hundred Ninety and 00/100 Dollars (\$989,590); and

WHEREAS, under the MOU, Metro will provide to COUNTY a grant (GRANT) of up to a maximum of Five Hundred Ninety-Nine Thousand Three Hundred Twenty and 00/100 (\$599,320) for PROJECT; and

WHEREAS, under the MOU, COUNTY agreed to contribute funds up to a maximum of One Hundred Sixty-Thousand Two Hundred Seventy and 00/100 Dollars (\$160,270) to finance a portion of COST OF PROJECT; and

WHEREAS, CITY agrees to contribute funds up to a maximum of Two Hundred Thirty-Thousand and 00/100 Dollars (\$230,000) to finance a portion of the COST OF PROJECT; and

WHEREAS, BASIC TRAFFIC SIGNAL TIMING involves the timing parameters for the general operation of a traffic signal, which typically include, but is not limited to, defining the phases, attributes and timing values for each permitted phase, pedestrian movement, and assigning detection; and

WHEREAS, COORDINATION TRAFFIC SIGNAL TIMING involves the timing parameters that allow multiple traffic signals to be synchronized with each other, which typically include defining coordination cycle lengths, offsets and time of day operations for each traffic signal coordination plan; and

WHEREAS, COUNTY agrees to be responsible to perform or cause to be performed the preliminary engineering, contract administration, construction inspection and engineering, utility engineering and relocation, traffic detour, traffic signal time-space diagrams, and final signing and striping for PROJECT; and

WHEREAS, COUNTY agrees to be responsible to perform or cause to be performed the equipment and system testing and develop and implement the BASIC TRAFFIC SIGNAL TIMING and COORDINATION TRAFFIC SIGNAL TIMING for PROJECT; and

NOW, THEREFORE, in consideration of the mutual benefits to be derived by CITY and COUNTY and of the promises herein contained, it is hereby agreed as follows:

(1) DEFINITIONS:

- a. The term JURISDICTION, as referred to in this AGREEMENT, shall be defined as the area within the jurisdictional boundary of each governmental entity party to this AGREEMENT.
- b. COST OF PROJECT, as referred to in this AGREEMENT, shall consist of the costs of preliminary engineering, construction contract, contract administration, construction inspection and engineering, BASIC TRAFFIC SIGNAL TIMING, and COORDINATION TRAFFIC SIGNAL TIMING for traffic signals within PROJECT limits, utility engineering and relocation, traffic detour, and final signing and striping, and all other work and materials necessary to construct PROJECT in accordance with the approved plans and shall include currently effective percentages added to total salaries, wages, and equipment costs to cover overhead, administration, and depreciation in connection with any or all of the aforementioned items.
- c. The cost of preliminary engineering, as referred to in this AGREEMENT, shall consist of the costs of environmental documentation; traffic index and geometric investigation; preparation of plans, specifications, and cost estimates; utility engineering and all other necessary work prior to advertising of PROJECT for construction bids; and shall include currently effective percentages added to total salaries, wages, and equipment costs to cover overhead, administration, and depreciation in connection with any and all of the aforementioned items.



- d. The cost of construction contract, as referred to in this AGREEMENT, shall consist of the actual payments to the construction contractor for PROJECT.

(2) CITY AGREES:

- a. To deliver to COUNTY, immediately upon receipt of an invoice from COUNTY, the sum of Two Hundred Thirty-Thousand and 00/100 Dollars (\$230,000) towards CITY'S COST OF PROJECT.
- b. To obtain and grant to COUNTY any necessary temporary right of way within CITY for the construction of PROJECT at no cost to COUNTY.
- c. To issue to COUNTY a no-fee permit(s) authorizing COUNTY to construct those portions of PROJECT with CITY highway right of way on condition that the COUNTY'S contractor meets the insurance requirements as required and approved by the CITY Risk Manager.
- d. To cooperate with COUNTY in conducting negotiations with and, where appropriate, issue notices to public utilities and owners of substructure and overhead facilities regarding the relocation, removal, operation, and maintenance of all surface and underground utilities and facilities, structures, and transportation services, which interfere with the proposed construction. Where utilities have been installed in CITY streets or on CITY property, CITY will provide the necessary right of way for the relocation of those utilities and facilities that interfere with the construction of PROJECT. CITY will take all necessary steps to grant, transfer, or assign all prior rights over utility companies and owners of substructure and overhead facilities when necessary to construct, complete, and maintain PROJECT.
- e. To authorize COUNTY to represent CITY pursuant to this AGREEMENT, in negotiations pertaining to the advertisement of PROJECT for construction bids, award, and administration of the construction contract and in all things necessary and proper to complete PROJECT.
- f. Upon completion of PROJECT: (1) to accept full and complete ownership of, and responsibility for, the PROJECT; and (2) to maintain in good condition and at CITY expense all improvements constructed as part of PROJECT within CITY'S JURISDICTION, including the BASIC TRAFFIC SIGNAL TIMING and the COORDINATION TRAFFIC SIGNAL TIMING to support synchronization of traffic signals on San Gabriel Boulevard/Sierra Madre Boulevard.

(3) COUNTY AGREES:

- a. To perform or cause to be performed the preliminary engineering, contract administration, construction inspection and engineering, utility engineering and relocation, traffic detour, BASIC TRAFFIC SIGNAL TIMING, TRAFFIC SIGNAL COORDINATION TIMING, and final signing and striping for PROJECT.
- b. To act as lead agency, prepare the necessary environmental documents, and make the required environmental findings for PROJECT pursuant to the California Environmental Quality Act.
- c. To contribute COUNTY'S share of COST OF PROJECT, currently estimated to be One Hundred Sixty-Thousand Two Hundred Seventy and 00/100 Dollars (\$160,270).
- d. To submit an invoice to CITY in the amount of Two Hundred Thirty-Thousand and 00/100 Dollars (\$230,000) upon adoption of this AGREEMENT by COUNTY.
- e. To obtain CITY'S approval of plans for PROJECT prior to advertising for construction bids.
- f. To advertise PROJECT for construction bids, to award and to administer the construction contract, and to act on behalf of CITY in all negotiations pertaining thereto.
- g. To administer the design and construction of PROJECT in accordance with all regulations and requirements of Metro relating to the expenditure of Proposition C Local Return funds and Proposition C Twenty-five Percent (25%) Discretionary funds and Memorandum of Understanding No. P0008121 between COUNTY and Metro. COUNTY'S records for PROJECT shall be open to inspection and subject to audit and reproduction by COUNTY and Metro, or any of their duly authorized representatives, and shall be retained by COUNTY for a period of not less than seven (7) years after final payment to contractor(s) for PROJECT.
- h. To ensure that CITY and all officers and employees of CITY are named as additional insured parties under the construction contractor's(s') Contractor's General Liability and automobile insurance policies.
- i. To furnish to CITY, after final acceptance of PROJECT, a final accounting of the actual total PROJECT costs including an itemization of actual unit costs and actual contract quantities; all labor, equipment, material, consultant services, indirect, and miscellaneous costs; and

other administrative and overhead costs required for COUNTY'S performance as specified in paragraph (3) a., above.

- j. To perform or cause to be performed the equipment and system testing and to develop and implement the BASIC TRAFFIC SIGNAL TIMING and COORDINATION TRAFFIC SIGNAL TIMING for the PROJECT.
- k. To return any unexpended CITY funds if COUNTY fails to complete all or a portion of PROJECT.

(4) IT IS MUTUALLY UNDERSTOOD AND AGREED AS FOLLOWS:

- a. Nothing in this AGREEMENT is intended to alter CITY AGREEMENT No. 19,705.
- b. The financial obligations of COUNTY pursuant to this AGREEMENT are conditional upon COUNTY obtaining reimbursement from the Metro pursuant to Memorandum of Understanding No. P0008121 between COUNTY and the Metro. If COUNTY fails to provide its' financial contribution, then COUNTY shall refund CITY'S payment within ninety (90) calendar days after notice from Metro to COUNTY that Metro funds are not available.
- c. During construction of PROJECT, COUNTY shall furnish an inspector or other representative to perform the functions of an inspector. CITY may also furnish, at no cost to COUNTY, an inspector or other representative to inspect construction of the PROJECT. CITY shall have no obligation to inspect the PROJECT and no liability shall be attributable as a result of CITY'S inspection or failure to inspect. Said inspectors shall cooperate and consult with each other, but the orders of COUNTY inspector to the contractor or any other person in charge of construction shall prevail and be final, and COUNTY inspector shall be responsible for the proper inspection of PROJECT as needed.
- d. This AGREEMENT may be amended or modified only by mutual written consent of COUNTY and CITY. Amendments and modifications of a nonmaterial nature may be made by the mutual written consent of the parties.
- e. Any correspondence, communication, or contact concerning this AGREEMENT shall be directed to the following:

CITY: Mr. Frederick Dock  
Director, Department of Transportation  
City of Pasadena  
221 East Walnut Avenue, Suite 210  
Pasadena, CA 91109-7215

COUNTY: Ms. Gail Farber  
Director of Public Works  
County of Los Angeles  
Department of Public Works  
P.O. Box 1460  
Alhambra, CA 91802-1460

- f. COUNTY and CITY acknowledge and recognize that the improvements contemplated by this AGREEMENT provide significant regional and local benefits with respect to reducing traffic congestion. COUNTY and CITY further acknowledge and recognize that the cost of defending claims and lawsuit arising from the improvements contemplated by this AGREEMENT is paid for by public monies and both parties share an interest in reducing the amount of public monies spent on defending claims and lawsuits where possible without prejudicing their respective defenses.
- g. In the event that a claim lawsuit is brought against COUNTY and CITY based on the allegation that the design, construction, maintenance, or operation of the improvements constructed under this AGREEMENT proximately caused injuries or damage, COUNTY and CITY agree to cooperate as much as possible with respect to defending the claim or lawsuit without causing prejudice to their respective defenses to the claim or lawsuit. Upon receipt of the claim or lawsuit, the COUNTY and CITY, through their respective agents if appropriate, shall promptly investigate the matter. COUNTY and CITY shall then meet and confer promptly regarding whether a joint defense is appropriate or if one party should tender its defense and indemnification to the other party.
- h. Neither COUNTY nor any officer or employee of COUNTY shall be responsible for any damage or liability occurring by reason of any act or omission on the part of CITY under or in connection with any work, authority, or jurisdiction delegated to, assumed by, or determined to be the responsibility of CITY under this AGREEMENT. It is also understood and agreed that, pursuant to Government Code, Section 895.4, CITY shall fully indemnify, defend, and hold COUNTY harmless from any liability imposed for injury (as defined by Government Code, Section 810.8) occurring by reason of any act or omission on the part of CITY under or in connection with any work, authority, or jurisdiction delegated to or determined to be the responsibility of CITY under this AGREEMENT. Where liability for injury (as defined by Government Code, Section 810.8) is sought to be imposed under Section 830, et seq., of the Government Code for a dangerous condition of property owned by or under the control of CITY, CITY shall fully defend, indemnify, and hold COUNTY harmless from any and all liability arising from such dangerous condition.



IN WITNESS WHEREOF, the parties hereto have caused this AGREEMENT to be executed by their respective officers, duly authorized, by the CITY OF PASADENA on \_\_\_\_\_, 2010, and by the COUNTY OF LOS ANGELES on \_\_\_\_\_, 2010.

GAIL FARBER  
DIRECTOR OF PUBLIC WORKS  
COUNTY OF LOS ANGELES

By \_\_\_\_\_  
Deputy Director

APPROVED AS TO FORM:

ANDREA SHERIDAN ORDIN  
County Counsel

By  \_\_\_\_\_  
Deputy

CITY OF PASADENA

By \_\_\_\_\_  
Michael J. Beck  
City Manager

ATTEST:

By \_\_\_\_\_  
City Clerk

By \_\_\_\_\_  
City Attorney